

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Bank of America, N.A.,

Plaintiff,

v.

Florine Beeson,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

C/A NO: 2009-CP-10-04869

AMENDED

ORDER GRANTING THIRD PARTY  
BIDDER'S MOTION FOR NON-  
COMPLIANCE WITH BID AND ORDERING  
OCCUPANTS TO VACATE

FILED  
2015 JUN 30 AM 11:36  
CLERK OF COURT  
LIE J. ARMSTRONG

**THIS MATTER** came before me on June 22, 2015 on the Motion for Non-Compliance with Bid filed by third-party bidder, John Derbyshire (hereinafter "Third Party Bidder"). Present at the hearing was William P. Stork, Esquire, counsel for the Plaintiff; Third Party Bidder and his attorney, John Massalon, Esquire; and Defendant Florine Beeson's son, Henry Beeson<sup>1</sup> (hereinafter "Defendant's Son"), appearing *pro se*. After careful review of the pleadings, memoranda presented, arguments of counsel, the South Carolina Rules of Civil Procedure and the applicable case law interpreting those rules, I make the following findings of fact and conclusions of law:

#### **FINDINGS OF FACT**

I FIND THAT the Plaintiff filed the instant foreclosure action regarding property located at 860 King Street, Mount Pleasant, South Carolina (hereinafter the "Property") in Charleston County on August 5, 2009. The Defendant was properly served with the Summons and Complaint on August 9, 2009 as is evidenced by the Affidavit of Service filed August 11, 2009. The Defendant filed an answer on September 1, 2009. This matter was referred to me by virtue of the Order of Referenced filed October 5, 2009.

The Master's Order of Foreclosure and Sale was filed on May 6, 2015. On June 2, 2015 the Property was sold at public auction where the Third Party Bidder was the high bidder. Third Party Bidder remitted the required deposit to the court.

Subsequent to the auction, Defendant's Son repeatedly harassed and threatened Third Party Bidder. Third Party Bidder feared for the safety of his family and himself due to the threats levied by Defendant's Son. As a result, on June 12, 2015, Third Party Bidder requested that the court allow him leave to not comply with his bid. In an attempt to mitigate any damages to the court or the Plaintiff, Third Party Bidder offered to pay court costs and fees. His stated

<sup>1</sup> Beeson had provided a Power of Attorney to Plaintiff which did not comply with State law. He was allowed to appear on that limited basis.

reason for the motion before the court are the extreme circumstances surrounding this matter and that he fears that his life and the lives of his family members will be in danger if he does comply with the bid.

**CONCLUSIONS OF LAW**

A Court sitting in equity has the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible. *Ex Parte Dibble*, 279 S.C. 592, 595, 310 S.E.2d 440, 442 (Ct. App. 1983). Equity fashions a remedy for a wrong when justice demands it. *State ex rel. Daniel v. Strong*, 185 S.C. 27, 192 S.E. 671 (1937). A Court sitting in equity may grant relief where denying the relief sought would cause one party to suffer a gross wrong at the hands of another. *Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 116-17, 687 S.E.2d 29, 33 (2009).

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the Third Party Bidder is relieved of his duty to comply with his bid.

**IT IS FURTHER ORDERED** that the Third Party Bidder will pay the fees and costs associated with the subject motion. These are as follows:

Attorney's Fees:	\$ 2,056.00
County Commission	\$ 2,500.00
Publication costs:	<u>\$ 1,978.06</u> (\$989.03 for June sale, \$989.03 for August 4, 2014 sale)
<b>TOTAL:</b>	<b>\$ 6,534.06</b>

**IT IS FURTHER ORDERED** that Defendant Florine Beeson, Defendant's Son, and all other occupants and/or tenants of the Property must vacate the premises on or before July 31, 2015.

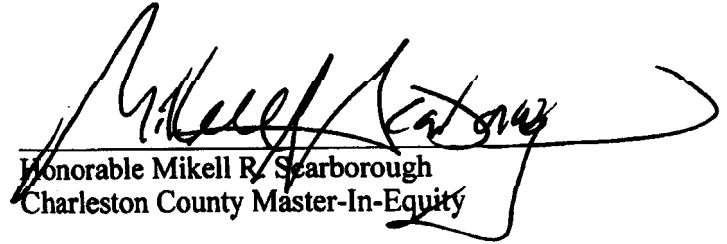
**IT IS FURTHER ORDERED** that Defendant and her son are not to interfere with any further hearing or sale of the property, or be subject to the contempt powers of this Court.

**IT IS FURTHER ORDERED** that in the event Defendant files an appeal, bond in the amount of \$150,000 U.S. must be posted with the Charleston County Clerk of Court on or before July 22, 2015.

(Signature page to follow)



**AND IT IS SO ORDERED!**



Honorable Mikell R. Scarborough  
Charleston County Master-In-Equity

Charleston, South Carolina  
Dated this 30<sup>th</sup> day of June, 2015

2009-CP-10-4869

Case No: ~~2009-4869~~

Now comes Henry Beeson, Agent and Best Friend of his Mother giving appearance and I apologize for the late activity on this case your Honor but I got no timely concurrence on this case Judge from opposing counsel what so ever, and it was pure luck I even got any notice from my old counselor, or I would not have gotten any time at all to go forward on this case Judge, and that is ~~the god's own truth sir go forward on this case Judge,~~ error and that is the god's own truth sir. Clearly judge this is a flagrant violation of due process and I would TOTALLY OBJECT AND CLAIM DENIAL OF DUE PROCESS OF LAW. I FURTHER WOULD OBJECT AND ALLEGE FRAUD, BANK FRAUD, MORTGAGE FRAUD, PERJURY, AND DENIAL OF my BASIC CONSTITUTIONAL RIGHTS AS WELL. BY THE BANK, WHO FOR THE RECORD WERE CIVILLY DECEASED AND OUT OF BUSINESS MONTHS BEFORE THIS ACTION COMMENCED ON JUNE 2ND, 2015 AND WERE TECHNICALLY A DEAD PARTY IN LAW JUDGE AND AGAIN I OBJECT TO THIS OBVIOUS FRAUD AND CITE U.S. VS. TWEEL, 550 U.S. 297- 300 HOLDING FRAUD VOIDS THE MOST SACRED CONTRACT AND THAT CASE ALONG WITH

FILED

2015 JUN 22 AM 11:49  
CLERK JAMES COOK  
U.S. DISTRICT COURT  
NORTH DAKOTA

RUFF VS. ISSAC No95- 0395 CHGENESEE CIRCUIT COURT  
BEFORE DOCTOR OFF,P.J. KELLY,J.J., YOUNG, J.J.  
CLEARLY MANDATE THE PLAINTIFF'S RETURN ALL MY  
MOTHERS HOME AND OR PROPERTY

IMMEDIATELY AND DISMISS THIS CASE AND THAT AND  
RESOLVES THIS WHOLE CASE IN IT'S ENTIRETY, AND I  
RESPECTFULLY PRAY FOR THE JUST RELIEF OF THIS  
HONORABLE COURT TO GRANT ME AND MY MOTHER  
YOUR RELIEF AND I THANK THE COURT FOR ITS  
VALUABLE TIME AND OR TROUBLE. THANK YOU JUDGE!!  
MOST RESPECTFULLY SUBMMITED.

Henry Beeson *Henry Beeson*

Is that your final appeallable rulling ?

If yes!

I give you my final notice and claim of appeal and motion  
for stay pending the out come of the appeal.

*Peggy R. Mitchem*  
*Notary Public*

*My Commission Expires*  
*11-24-2016*

## **LEGAL NOTICE**

### **TO ALL PUBLIC SERVANTS**

Notice to the Principal is notice to the Agent

Notice to the Agent is Notice to the Principal

**All public servant immunities are revoked as of September 1, 2013 by Papal decree, under international judicial cooperation to prevent criminal activities, threatening human dignity, the common good and peace, as they relate to the improper use of the markets and economy, among other things. "Apostolic Letter issued Motu Proprio will be promulgated by its publication in L'Osservatore Romano, entering into force on 1 September 2013".**

**You are hereby noticed that there are active proceedings ongoing regarding remedy in this matter. Any legal action, including but not limited to, eviction, restraints, repossession, or court orders interfering with my right to possession and depriving me of my right to be secure in my personal property, thereby causing me undue duress and harm, will be considered unlawful seizure and a direct personal violation and trespass upon, but not limited to, my fourth amendment and claimed beneficiary birth rights and will be remedied to the full extent of the law.**

**You are now held personally liable for your own actions.  
Enforcement will be through the International Common Law World Courts.**

### **YOU ARE HEREBY NOTICED**

Floriane Besson True Beneficiary

August 12, 2014  
DATE

Ref: [http://www.Gold-Shield-Alliance.com/papal\\_decree](http://www.Gold-Shield-Alliance.com/papal_decree)

Attention all parties under oath of office and agents thereof, including but not limited to: judges, attorneys, all law enforcement personnel, military, all elected, appointed & governmental employees, all departments of government, private corporate agents/agencies of government, the Federal Reserve, its banks and all of its subsidiaries, all government issued licensed entities and individuals (aka public servants).

b) papal legates and diplomatic personnel of the Holy See. [The Pope governs the Church/people/trust, all the people in the Birth Trust, through the Roman Curia, the governing body of the Vatican]

c) those persons who serve as representatives, managers or directors, as well as persons who even *de facto* manage or exercise control over the entities [public servants] directly dependent on the Holy See [trust beneficiaries] and listed in the registry [through birth certificates] of canonical juridical persons [legal fiction represented by your birth certificate ALL CAPS NAME] kept by the Governorate of Vatican City State;

d) any other person holding an administrative or judicial mandate in the Holy See, permanent or temporary, paid or unpaid, irrespective of that person's seniority. [all public servants]

4. The jurisdiction referred to in paragraph 1 comprises also the administrative liability of juridical persons arising from crimes, as regulated by Vatican City State laws. [public servants are now liable for crimes against humanity]

5. When the same matters are prosecuted in other States, the provisions in force in Vatican City State on concurrent jurisdiction shall apply.

6. The content of article 23 of Law No. CXX of 21 November 1987, which approves the *Judicial Order of Vatican City State* remains in force.

This I decide and establish, anything to the contrary notwithstanding.

I establish that this Apostolic Letter Issued *Motu Proprio* [on his own impulse] will be promulgated by its publication in *L'Osservatore Romano*, entering into force on **1 September 2013**.

*Given in Rome, at the Apostolic Palace, on 11 July 2013, the first of my Pontificate.*

[Synopsis: Church = People = Trust

The Vatican created a world trust using the birth certificate to capture the value of each individual's future productive energy. Each state, province and country in the fiat monetary system, contributes their people's value to this world trust identified by the SS, SIN or EIN numbers (for example) maintained in the Vatican registry. Corporations worldwide (individuals became corporate fictions through their birth certificate) are connected to the Vatican through law (Vatican to Crown to BAR to laws to judge to people) and through money (Vatican birth accounts value to IMF to Treasury (Federal Reserve) to banks to people (loans) to judges (administration) and sheriffs (confiscation).

Judges administer the birth trust account in court matters favoring the court and the banks, acting as the "beneficiary" since they have not properly advised the "true beneficiary" of their own trust. Judges, attorneys, bankers, lawmakers, law enforcement and all public officials (servants) are now held personally liable for their confiscation of true beneficiary's homes, cars, money and assets; false imprisonment, deception, harassment, and conversion of the true beneficiary's trust funds.]

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson ( Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*

Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of  
Attorney concerning the property above:

Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with  
payment . My proposal :

To settle my Mother's account in full : I will exchange  
one 5 K dinar note CHINESE exchange rate ( I Q N )

valued oil credits @ \$95.00 per dinar = \$485,263.00

*Peggy R. Mitchem*  
*Notary Public*

*My Commission Expires:*  
*Nov. 21, 2016*

**FILED**  
2015 JUN 28 PM 12:26  
JULIE J. ARMSTRONG  
CLERK OF COURT



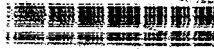
**JULIE J. ARMSTRONG**

CLERK OF COURT, C.P. & G.S.  
100 BROAD STREET, SUITE 100  
CHARLESTON, SC 29401-2258

RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org



FLORINE BEESON  
IN C/O HENRY BEESON  
600 KING ST  
MOUNT PLEASANT SC 29454-4520

---

**NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC**

**Amended Master's Order granting 3rd party bidder mot**

**CASE NO: 2015CV000000**

**Bac Home Loans Servicing L P Etc , plaintiff, et al VS Florine Beeson**

This judgment was entered on the 30th day of June, 2015, and notice mailed first class on Wednesday, July 01, 2015, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours

**Fax Call Report**

HP LaserJet M3035 MFP Series

Page 1

**Fax Header Information**

Bank of America  
8434162576  
10-Jun-2015 04:59 PM

Job	Date/Time	Type	Identification	Duration	Pgs	Result
7070	10-Jun-2015 04:57 PM	Send	91336455/305	0:48	1	Success

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson ( Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*

Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of Attorney concerning the property above:

Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with payment . my proposal :

To settle my Mother's account in full : I will exchange one 5 K dinar note CHINESE exchange rate ( I Q N )

valued on credits @ \$95.00 per dinar = \$485,263.00

*Peggy R. Mitchem*  
Notary Public

My Commission Expires:  
Nov. 21, 2016

THIS OFFER IS FOR (1) DAY ONLY

June 9, 2015

TO- BROCK & SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

( Power of Attorney) (843-860-8176

Henry Beeson

Signature:

*Henry Beeson*

LOAN NUMBER: 161353222

Owner of the property on 860 King Street,

I Florine Beeson <sup>giving</sup> my son Henry Beeson power of Attorney  
concerning the property above:

Signature : *Florine Beeson*

To settle my Mothers account in full : I will exchange  
one 5 K dinar note CHINESE exchange rate ( I Q N )  
valued oil credits @ \$95.00 per dinar = \$485,263.00

*Peggy R. Mitchem*  
*Notary Public*

*My Commission Expires:*  
*11-21-2016*

**Fax Call Report**HP LaserJet M3035 MFP Series  
Page 1**Fax Header Information**Bank of America  
8434162576  
10-Jun-2015 04:59 PM

Job	Date/Time	Type	Identification	Duration	Pgs	Result
7070	10-Jun-2015 04:57 PM	Send	913364557305	0:48	1	Success

THIS OFFER IS TIME SENSITIVE JUNE 10, 2015

TO- BROCK &amp; SCOTT PLLC.

FAX: 336-455-7305 Phone 803-454-3540

From-Henry Beeson ( Power of Attorney) (843-860-8176)

Signature: *Henry Beeson*


Home owner Florine Beeson on 860 King Street :

LOAN NUMBER: 161353222

I,Florine Beeson,give my (son) Henry Beeson power of  
Attorney concerning the property above:Signature : *Florine Beeson*

URGENT

For some one with the authority to accept my offer with  
payment . My proposal :To settle my Mother's account in full : I will exchange  
one 5 K dinar note CHINESE exchange rate ( I Q N )  
valued oil credits @ \$95.00 per dinar = \$485,263.00*Peggy R. Mitchem*  
*Notary Public**My Commission Expires:*  
*Nov. 21, 2016*

  
**Palmetto Homes, LLC.**  
**450 Meeting Street**  
**Charleston, SC 29403**  
**843/958-0340 Fax 843/853-3562**

June 02, 2015

Resident  
860 King Street  
~~Charleston SC 29403~~  
*Mt. Pleasant, SC. 29464*  
Re: Master In Equity Purchase

Dear Resident;

Our company has purchased the home in which you are residing. Whether you are the former owner or a renter of the property, I will need for you to call me as soon as possible at 958-0340. If you are the renter of the property I will need a copy of your lease faxed to 843-958-0406.

Corporate office is located: 450 Meeting Street  
Charleston SC 29403  
843-958-0340

I look forward to speaking with you.

Sincerely,

John Derbyshire  
843-568-2700

## POWER OF ATTORNEY

Henry Beeson

Florine Beeson v Bank Of America

Loan Number : 161353222

CERTIFIED mail number :

7009 3410 0000 5501 8009

This is a constructive notice Title 15 U.S code fair debt collection act section 1692 George Lis Pendens, you are about to be sued.

Sincerely,

Henry Beeson

<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the envelope, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> <i>Heather Lindler</i></p>		<p>C. <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>TO-- Brock &amp; Scott, PLLC</p> <p>3800 Fernandina Road</p> <p>Suite 110</p> <p>Columbia, S.C 29210</p>		<p>B. Received by (Printed Name)  <i>Heather Lindler</i></p>		<p>C. Date of Delivery</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>			
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>			
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			
<p>2. Article Number          (Transfer from service label)</p>		<p>7009 3410 0000 5501 8009</p>			
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>					

STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON

Bank of America, N.A.,

Plaintiff,

vs.

CASE NO. 2009-CP-10-4869

Florine Beeson,

Defendant.

---

Hearing before the Honorable Mikell R.  
Scarborough, reported by Christine A. Smith, Court  
Reporter and Notary Public, at 12:11 p.m. on  
June 22, 2015 at 100 Broad Street, Charleston,  
South Carolina.

**COPY**

Christine A. Smith, Court Reporter

Master-in-Equity

P.O. Box 30276

Charleston, South Carolina, 29417

(843) 958-5071

casmith@charlestoncounty.org

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF:

3 William P. Stork, Esq.  
4 Brock & Scott, PLLC  
5 Westpark Center  
6 3800 Fernandina Road, Ste. 110  
7 Columbia, SC 29210  
8 (803) 454-3540

7 ATTORNEYS FOR THE DEFENDANT:

8 Henry Beeson, Pro Se  
9 860 King Street  
10 Mt. Pleasant, SC 29464  
11 (843) 860-8176

11 ATTORNEY FOR THE THIRD PARTY BIDDER:

12 John A. Massalon, Esq.  
13 Wills Massalon & Allen, LLC  
14 P.O. Box 859  
15 Charleston, SC 29402  
16 (843) 727-1144  
17  
18  
19  
20  
21  
22  
23  
24  
25



P R O C E E D I N G S

1  
2  
3 THE COURT: We're here today in the case of  
4 Bank of America versus Florine Beeson. The case  
5 number is 2009-CP-10-4869. We're here on  
6 Mr. Derbyshire's request that he be relieved from  
7 having to purchase the property. He, having been the  
8 successful purchaser of the sale held on June 2nd of  
9 this month -- he's here, it looks like, with Counsel.

10 MR. MASSALON: Yes, Your Honor. I'm John  
11 Massalon. I'm here for Mr. Derbyshire.

12 THE COURT: And also present, Mr. Will Stork.

13 MR. STORK: Yes, Your Honor.

14 THE COURT: Mr. Stork, is here for the Bank of  
15 America, the Plaintiff?

16 MR. STORK: That's correct, Your Honor.

17 THE COURT: And you, sir, are?

18 MR. BEESON: Henry Beeson.

19 THE COURT: Henry Beeson?

20 MR. BEESON: Yes, sir.

21 THE COURT: Mr. Beeson. I got a letter handed  
22 to me this morning. It looks like it was clocked in  
23 this morning. I've gotten -- previously in the  
24 file -- I went through the file this morning in  
25 preparation for the hearing today. It looked like a

1 letter. It was sent in here. It has no date or  
2 address on it. It looks like it was dated June 2 of  
3 '14. I note that you are not a party. This property  
4 is under the name of -- I assume it's the name of  
5 your mother, Florine Beeson?

6 MR. BEESON: Yes, sir.

7 THE COURT: So you're not a party to the  
8 action. You're not represented. You really don't  
9 have any standing today to be here.

10 MR. BEESON: I'm representing my mother.

11 THE COURT: Are you a member of the Bar?

12 MR. BEESON: No.

13 THE COURT: In what capacity are you  
14 representing your mother?

15 MR. BEESON: I'm representing her as -- I'm  
16 her son and I'm standing in her place.

17 THE COURT: Do you have a legal Power of  
18 Attorney for your mother?

19 MR. BEESON: Yes, I do. Yes, sir.

20 THE COURT: Do you have that in front of you,  
21 or a copy?

22 MR. BEESON: No. The Bank of America does  
23 have it. It's been faxed to them a number of times.

24 THE COURT: Mr. Stork, are you aware of any  
25 Power of Attorney that Mr. Beeson has?

1 MR. STORK: Yes, Your Honor. I have received  
2 a Power of Attorney. Your Honor, may I approach?

3 THE COURT: Sure. Not recorded?

4 MR. STORK: No, Your Honor.

5 THE COURT: As it relates to the Bank of  
6 America I would say that's notice to them, but I  
7 would not say it's notice to the world. I didn't  
8 even look. I saw where she signed below her name.  
9 Was it notarized as well?

10 MR. STORK: No, Your Honor.

11 THE COURT: It's not notarized?

12 MR. STORK: Well, possibly.

13 THE COURT: Is that a witness maybe?

14 MR. STORK: It's a witness. They state their  
15 commission expires 11/21/2016.

16 MR. BEESON: It was notarized.

17 MR. STORK: But none of the required notary --  
18 no state, no county, nothing like that.

19 THE COURT: It's not validly executed. Again,  
20 as it relates to the Bank of America I'll give you  
21 the opportunity to speak. Now, let me start with  
22 you, Mr. Stork. Take me through the sale of the  
23 property. Give me some history, and let's talk about  
24 it.

25 MR. STORK: All right, Your Honor. The last

1 payment that was made on this property was in July of  
2 2008. It's had a long circuitous history regarding  
3 loss mitigation which was subsequently denied.

4 There was a bankruptcy that was filed which  
5 ended up being released. I believe it was a  
6 Chapter 7.

7 THE COURT: Was the property released at  
8 bankruptcy?

9 MR. STORK: I believe so, Your Honor. I do  
10 not have that information directly in front of me,  
11 but I believe so. The property subsequently sold in  
12 June to Mr. Derbyshire, who from my understanding put  
13 down the initial deposit, and subsequently requested  
14 this hearing seeing that -- would like to decline  
15 this bid due to fears of reprisal from the party.

16 THE COURT: Okay. I saw where the notice of  
17 bankruptcy had been filed, and I think Mr. Nathan  
18 Davis had appeared as the attorney of record on  
19 behalf of ~~Nadine~~ <sup>Florence</sup> (sic) Beeson.

20 MR. STORK: That's correct, Your Honor. He's  
21 still listed as the attorney of record.

22 THE COURT: And he's been provided notice of  
23 this hearing, is my understanding. Mr. Beeson, are  
24 you aware of where Mr. Davis is?

25 MR. BEESON: I talked to Mr. Davis here -- I

1 believe it was -- if I remember it correctly I called  
2 Friday and asked if ~~she~~<sup>he</sup> needed to be present. I  
3 asked him if he was going to be there. He said he  
4 was not. So I'm stuck with it.

5 THE COURT: Let me ask this question of you.  
6 I noticed also in the filing that you were the person  
7 that received the service of process. Does your  
8 mother -- is she aware of this process? Does she  
9 know what's going on?

10 MR. BEESON: She's kind of in and out. She's  
11 not real stable. She's not real healthy. She's  
12 getting up in age.

13 THE COURT: What age is she?

14 MR. BEESON: She's 83 now.

15 THE COURT: 83 years old?

16 MR. BEESON: Yes, sir.

17 THE COURT: And you're aware that there hasn't  
18 been a mortgage payment made since 2008?

19 MR. BEESON: Yes, sir, I am. May I approach  
20 the bench? I've got --

21 THE COURT: No. No, you may not. How do you  
22 anticipate trying to stay in this property if you  
23 haven't made a mortgage payment in seven years?

24 MR. BEESON: Well, sir, Bank of America is  
25 outrageous. ? ,

1 THE COURT: Well, I'm going to stop you right  
2 there. I'm familiar with the Bank of America and  
3 their problems. Mr. Massalon, let me hear from you  
4 on behalf of Mr. Derbyshire.

5 MR. MASSALON: Your Honor, Mr. Derbyshire  
6 submitted a letter to the Court, which I believe you  
7 got a copy of dated June 12th. I believe that letter  
8 adequately covers the grounds for his request. As he  
9 says he put in the bid, but through some subsequent  
10 communications with Mr. Beeson he's concerned about  
11 reprisals toward him and his family. ?

12 Under these circumstances we ask that you  
13 exercise your equitable powers to relieve him of his  
14 obligations under the bid. He's willing to forfeit  
15 his deposit, pay the costs that are associated with  
16 readvertising it, and he doesn't want to be barred or  
17 precluded from any subsequent participation. It's  
18 just under these circumstances he feels like he would  
19 be putting himself and his family in jeopardy if he  
20 were to try to proceed with this. ?

21 THE COURT: What is the bank's position,  
22 Mr. Stork?

23 MR. STORK: Your Honor, the Bank of America  
24 would just ask that the Court examine all the facts  
25 and circumstances surrounding Mr. Derbyshire's

1       allegations before submitting their order. If the  
2       Court does allow Mr. Derbyshire to not comply with  
3       the order we ask that, as he offered to forfeit court  
4       costs and fees we would also ask that he pay the  
5       publication cost for the original sale and for the  
6       readvertised sale.

7               Your Honor, we would also ask that the Court  
8       possibly submit some form of order preventing  
9       Mr. Beeson from contacting any subsequent purchasers  
10      and threatening them in any manner.

11             THE COURT: Mr. Derbyshire, did you get a  
12      threat on your safety or person?

13             MR. DERBYSHIRE: Well, I -- I just -- it  
14      was -- I really don't want to get into all that.

15             THE COURT: Well, I'm going to put the man out  
16      of his house is what I'm going to do, but I'm only  
17      going to do it if I'm afraid that he's going to try  
18      to do this to somebody else.

19             Mr. Beeson, I am going to put you-all out of  
20      that house -- okay -- and/or you're going to go to  
21      jail. You'll have a choice. I've given you a  
22      choice. You're either going to leave the house, or  
23      you're going to go to jail. I just want to make sure  
24      you understand that.

25             MR. BEESON: I understand, sir.

1 THE COURT: Mr. Derbyshire buys a lot of  
2 property. When he tells me he's afraid for his  
3 life --

4 MR. BEESON: I --

5 THE COURT: He's had a lot of adversity in his  
6 life, too. I take that serious. All right? You-all  
7 are not going to remain in that house -- okay --  
8 without paying a substantial amount of money.

9 MR. BEESON: Would you like me to read this to  
10 you, sir?

11 THE COURT: No. I've already read your  
12 letter. I've already read it.

13 MR. BEESON: Well, then, I would like to  
14 appeal it.

15 THE COURT: You're welcome to appeal.

16 MR. BEESON: Yes, sir.

17 MR. MASSALON: Your Honor, I do want to  
18 clarify one thing. Mr. Derbyshire offered to forfeit  
19 court costs and fees. I think I said deposit, but I  
20 misspoke about that. I wanted to clarify that.  
21 Thank you.

22 THE COURT: That's about \$15,000, I think.  
23 That might go a long way towards Mr. Beeson's appeal  
24 costs.

25 What I'm going to do is I'm going to grant



1 Mr. Derbyshire's request. I'm going to relieve him  
2 from having to purchase, but he will be subject to  
3 whatever costs.

4 The deficiency in this case has been waived as  
5 a result of a bankruptcy. He's not subject to any  
6 future -- in case it sold for \$100,000 less ay the  
7 next one he's not subject to any kind of judgment  
8 there.

9 Mr. Beeson, I'm going to have to put you-all  
10 out of the house. You're entitled to appeal my  
11 ruling, but sir, you have no standing with this  
12 Court. I want you to understand that. You have no  
13 legal standing with this Court.

14 MR. BEESON: I have no legal standing?

15 THE COURT: Yes, sir. Your mother does, but  
16 you do not. You will have to obtain counsel in order  
17 to do that. What was the -- Mr. Stork, what was the  
18 difference between the debt and the principal amount?

19 MR. STORK: Your Honor, at the time the order  
20 was entered a little over a year ago, it looks like  
21 about \$150,000 difference between total debt and  
22 principal. \$461,521.49 total debt. \$311,400.35  
23 still outstanding principal.

24 THE COURT: All right. So here's what I'm  
25 going to do. Mr. Beeson, you do have a right to

1 appeal. Okay? You're free to do that.

2 MR. BEESON: Yes, sir. Thank you.

3 THE COURT: I'm going to order that you and  
4 your mother, unfortunately, are going to need to  
5 vacate the property. I'm going to give you  
6 30 days --

7 MR. BEESON: Yes, sir.

8 THE COURT: -- in which to appeal. That's  
9 July 22, so I'm going to order that you-all vacate  
10 the property on or before July 31, 2015. That's the  
11 end of next month. You've got 30 days. I'm going to  
12 ask Mr. Stork to prepare an order. I'm going to  
13 acknowledge your request for an appeal and tell you  
14 that I'm going to go ahead and set the bond that you  
15 will have to post in order to stay the removal of you  
16 from the property, and that will need to be done  
17 within 30 days.

18 MR. BEESON: You need me to post a bond?

19 THE COURT: Yes, sir. The bond will be in the  
20 amount of \$150,000.

21 MR. BEESON: You need a bond for 150,000?

22 THE COURT: Yes, sir. That will need to be in  
23 U.S. currency.

24 MR. BEESON: Okay.

25 THE COURT: Certified funds, whatever.

1 MR. BEESON: May I ask a question, sir?

2 THE COURT: Let me finish. You'll need to do  
3 that by July 22nd. That's 30 days from today. You  
4 also have 30 days in which to appeal, so you'll need  
5 to do that.

6 MR. BEESON: July 22nd?

7 THE COURT: Yes, sir.

8 MR. BEESON: Okay. So I need to have the bond  
9 posted by then?

10 THE COURT: Yes, sir.

11 MR. BEESON: Okay.

12 THE COURT: Then you need to file it with the  
13 clerk of court advising this Court and advising  
14 Mr. Stork and the Bank of America. If that's done  
15 then you can stay in the property pending the appeal.

16 MR. BEESON: Yes, sir. Thank you.

17 THE COURT: If it's not done then you-all need  
18 to gather up your goods and start getting ready to  
19 move.

20 MR. BEESON: Yes, sir. Thank you very much.

21 THE COURT: And I'll entertain a writ of  
22 assistance for the removal if you're not out of there  
23 by the week end of the 1st of August.

24 MR. MASSALON: Thank you very much,  
25 Your Honor.

1 MR. STORK: Your Honor, can I ask for a little  
2 bit of clarification regarding the fees and costs  
3 paid by Mr. Derbyshire? Does that include prior  
4 publication fees and --

5 THE COURT: Yes. Whatever they are. I'm  
6 assuming the next ones will be about the same. Then  
7 I'll allow you to start advertising for the first  
8 sale in August. Okay?

9 MR. STORK: Thank you, Your Honor.

10 MR. BEESON: Can I come give you a piece of  
11 paper here?

12 THE COURT: You can hand it to the bailiff and  
13 he will hand it to me. All right?

14 MR. BEESON: This was an offer I made on  
15 June the 10th, sir.

16 THE COURT: Well, Mr. Beeson, I'm just going  
17 to tell you that the case has moved on. Okay? The  
18 case has moved on. You-all had counsel in the case.  
19 You-all had an attorney. You-all filed bankruptcy.  
20 My understanding -- I have not seen an order to that  
21 effect. I would like to see that order, Mr. Stork.  
22 I would like to see the bankruptcy release of the  
23 property.

24 MR. BEESON: Okay.

25 THE COURT: You're offering Chinese dinar

1 credits or whatever? Mr. Beeson, you're going to  
2 need to be dealing with US currency. Okay? I saw  
3 that in the prior letter.

4 MR. BEESON: I just wanted to make sure you  
5 had that, Your Honor.

6 THE COURT: I've got it. I've got it. Thank  
7 you, sir.

8 MR. BEESON: Yes, sir. Thank you very much.

9 THE COURT: Good luck to you.

10 MR. BEESON: Okay. You have a wondrous and  
11 glorious and loving day, sir.

12 (The proceedings were concluded at 12:25 p.m.)  
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1 State of South Carolina)  
2 County of Charleston ) C E R T I F I C A T E  
3

4 I, Christine A. Smith, Court Reporter and  
5 Notary Public for the State of South Carolina at  
6 Large, do hereby certify that the foregoing  
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to  
9 nor counsel for any party to the cause pending or  
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my  
12 official seal this 30th day of June, 2015 at  
13 Charleston, Charleston County, South Carolina.

14  
15  
16 

17 Christine A. Smith  
18 Notary Public  
19 My Commission Expires  
20 May 12, 2021  
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Exhibit 10

WARREN C. EVANS

Wayne County Sheriff



OFFICE OF THE SHERIFF

1231 ST. ANTOINE • DETROIT, MI 48226  
TEL: (313) 224-2222 • FAX (313) 224-2367

## MEMORANDUM OF LAW

TO: Sheriff Warren C. Evans

FROM: Kate Ben-Ami, Legal Counsel

RE: Federal law, commonly known as TARP Act, preempts state law governing foreclosure sales.

DATE: January 30, 2009

You have asked if state law authorizing local county sheriffs to conduct mortgage foreclosure sale is preempted by the "Emergency Economic Stabilization Act of 2008".

## A. STATE LAW

M.C.L.A. Section 600.3216 states that "the sale shall be at public sale, between the hour of 9 o'clock in the forenoon and 4 o'clock in the afternoon, at the place of holding the circuit court within the county in which the premises to be sold, or some part of them, are situated, and shall be made by the person appointed for that purpose in the mortgage, or by the sheriff, undersheriff, or a deputy sheriff of the county, to the highest bidder."

M.C.L.A. Section 600.3204 states that:

(1) A party may foreclose a mortgage by advertisement if all of the following circumstances exist:

(a) A default in a condition of the mortgage has occurred, by which the power to sell became operative.

(b) An action or proceeding has not been instituted, at law, to recover the debt secured by the mortgage or any part of the mortgage; or, if an action or proceeding has been instituted, the action or proceeding has been discontinued; or an execution on a judgment rendered in an action or proceeding has been returned unsatisfied, in whole or in part.

(c) The mortgage containing the power of sale has been properly recorded.

(d) The party foreclosing the mortgage is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage.

"Safer communities through effective, professional law enforcement."

Please  
TAKE  
Note

ALSO  
Note

## MEMO TO SHERIFF EVANS

Page Four

In Commonwealth of Pennsylvania v. Nelson, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 1462 (1956), Steve Nelson, an acknowledged member of the Communist Party, was convicted in the Court of Quarter Sessions of Allegheny County, Pennsylvania, of a violation of the Pennsylvania Sedition Act and sentenced to imprisonment for twenty years and to a fine of \$10,000 and to costs of prosecution in the sum of \$13,000. The Superior Court affirmed the conviction. 172 Pa.Super. 125, 92 A.2d 431. The Supreme Court of Pennsylvania, recognizing but not reaching many alleged serious trial errors and conduct of the trial court infringing upon respondents' right to due process of law, decided the case on the narrow issue of supersession of the state law by the Federal Smith Act.

In its opinion, the court stated:

'(T)his Court, in considering the validity of state laws in the light of federal laws touching the same subject, has made use of the following expressions: conflicting; contrary to; occupying the field; repugnance; difference; irreconcilability; inconsistency; violation; curtailment; and interference. But none of these expressions provides an infallible constitutional test or an exclusive constitutional yardstick. In the final analysis, there can be no one crystal clear distinctly marked formula.' Hines v. Davidowitz, 312 U.S. 52, 67, 61 S.Ct. 399, 404, 85 L.Ed. 581

The precise holding of the court, and all that was before it for review, is that the Smith Act of 1940, as amended in 1948, which prohibits the knowing advocacy of the overthrow of the Government of the United States by force and violence, supersedes the enforceability of the Pennsylvania Sedition Act which proscribes the same conduct.

It should be said at the outset that the decision in this case does not affect the right of States to enforce their sedition laws at times when the Federal Government has not occupied the field and is not protecting the entire country from seditious conduct. The distinction between the two situations was clearly recognized by the court below. Nor does it limit the jurisdiction of the States where the Constitution and Congress have specifically given them concurrent jurisdiction, as was done under the Eighteenth Amendment and the Volstead Act, 27 U.S.C.A., United States v. Lanza, 260 U.S. 377, 43 S.Ct. 141, 67 L.Ed. 314.

We examine these Acts only to determine the congressional plan. Looking to all of them in the aggregate, the conclusion is inescapable that Congress has intended to occupy the field of sedition. Taken as a whole, they evince a congressional plan, which makes it reasonable to determine that no room has been left for the States to supplement it. Therefore, a state sedition statute is superseded regardless of whether it purports to supplement the federal law. As was said by Mr. Justice Holmes in Charleston & Western Carolina R. Co. v. Yarrville Furniture Co., 237 U.S. 597, 604, 35 S.Ct. 715, 717, 59 L.Ed. 1137:

'When Congress has taken the particular subject-matter in hand, coincidence is as ineffective as opposition, and a state law is not to be declared a help because it attempts to go farther than Congress has seen fit to go.'

I assert that the inescapable conclusion found in Commonwealth of Pennsylvania v. Nelson that Congress intended to occupy the field of sedition applies equally well in our current situation. Both the Smith Act and the TARP Act, taken as a whole, evince a congressional plan, which makes it reasonable to determine that no room has been left for the States to supplement it. The TARP Act occupies the field of mitigating foreclosures.

The Sheriff's continued performance of mortgage foreclosure sales, under the applicable statute, presents a serious danger of conflict with the administration of the federal TARP program

**D. PREEMPTION BY THE EMERGENCY AND ECONOMIC STABILIZATION ACT OF 2008, COMMONLY KNOWN AS THE "TROUBLED ASSET RELIEF PROGRAM" (TARP) ACT**

Please

Note:

By enacting TARP, the Congress has pre-empted the Michigan statute governing mortgage foreclosures.

This

The Sheriff would violate the TARP Act by conducting mortgage foreclosure sales. It is likely that many of the assets involved in the foreclosure sales that the Sheriff is to conduct each Wednesday and Thursday afternoon are troubled assets that the Secretary has bought through the TARP framework. 12 U.S.C.A. Section 5219

On Wednesday and Thursday at 1:00 pm, the Sheriff is presented with 200-300 individual packets which each contain several sheets of paper. Each individual packet, containing several sheets of paper, is an individual homeowner's almost final disposition of his/her American Dream.

The Sheriff conducts the foreclosure sale of each homeowner's (whose name appears on the sheets) mortgage by reading off the property address, the starting bid and rarely, sells the foreclosed mortgage to a person or company who has no interest in the bank, mortgage company or homeowner. After all of the individual packets have been through the sale process, the homeowners' mortgages are considered foreclosed, by virtue of the Sheriff sale, and are returned to the foreclosing mortgagees, assignees and servicing pools. MCLA Section 600.3216

Note  
This

It is clear that the Sheriff has absolutely no way of knowing which assets in the usually long list of mortgagees, assignees and servicing pools have been bought by the Treasury Secretary under the TARP Act. The Sheriff does not receive any statement(s) from mortgagees, assignees, servicing pools; employees of mortgagees, assignees, servicing pools; attorney(s) for the mortgagees, assignees, servicing pools; employees or agents of the attorney(s) for the mortgagees, assignees, servicing pools or any other possible representative of the mortgagees, assignees, servicing pools. MCLA Section 600.3204

This  
too

The Sheriff opens himself up to liability by foreclosing mortgages, or assets as they are defined in the TARP Act, that have been bought by the Secretary. — Under Section 109, the Secretary was ordered to create a plan to mitigate foreclosures through loan modification and restructuring.

MEMO TO SHERIFF EVANS

Page Six

Note  
ALL  
THIS  
ALSO

The potential liability would arise if the Sheriff, in his individual and official capacity as the constitutionally elected Sheriff of Wayne County and Wayne County, a duly constituted governmental corporation, forecloses a mortgage containing "troubled asset(s)", thereby violating a homeowner's right to loan modification, especially where the anticipated recovery on the principal outstanding obligation of the mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure. 12 U.S.C.A. Section 5229

In Wayne County, almost all homeowners' facing foreclosure "anticipated recovery" on the principal outstanding obligation of their mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure.

1073

For all of the foregoing reasons, I opine that the local county Sheriff is preempted from holding mortgage foreclosure sales countywide, effective Wednesday, February 4, 2009.

THIS  
LEGAL  
OPINION  
OF SHERIFF'S  
LEGAL COUNSEL



40657

OATH OF OFFICE

STATE OF MICHIGAN  
COUNTY OF WAYNE

ss.

I, HARLEN EVANS, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of.

WAYNE COUNTY SHERIFF

District.....

term ending JANUARY 1, 2005, according to the best of my ability.

(If applicable -

2013

FILED  
33 DAYS  
LATE  
N.C. 17A

Subscribed and sworn to before me this

20th day of DECEMBER A.D. 2002

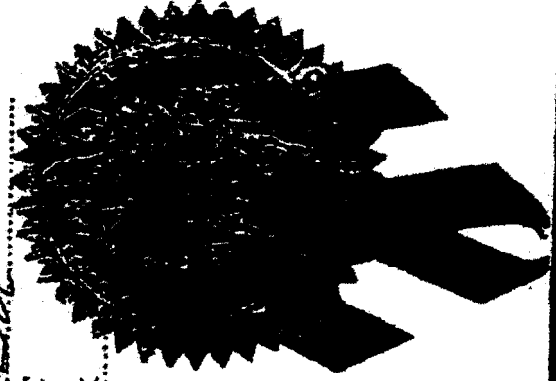
Cathy M. Garrett

CATHY M. GARRETT

WAYNE COUNTY CLERK

Title

Harlen Evans  
Signature



I, BENNY N. NAPOLEON, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of:

WAYNE COUNTY SHERIFF

District.....  
(If applicable)

term ending.....DECEMBER 31, 2010....., according to the best of my ability.

Subscribed and sworn to before me this

..24th. day of JULY A.D. 2009.

Cathy M. Garrett  
CATHY M. GARRETT

WAYNE COUNTY CLERK

Title

Benny N. Napoleon  
Signature

The Sheriff  
HAD (10) TEN DAYS  
TO TAKE AND TIMELY  
FILE HIS OATH OF OFFICE  
FROM June 06, 2009

Filed LATE  
From June 06, 2009  
SEE M.C.L.A  
201.3(7)

**FILED**  
CATHY M. GARRETT  
WAYNE COUNTY CLERK.  
JUL 29 2009  
BY Cathy M. Garrett



# THE OAKLAND PRESS

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## News

# Lawsuit: Wayne County foreclosures were illegal

Published: Thursday, November 05, 2009

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**DETROIT (AP)** — A lawyer who has filed a proposed class-action lawsuit says tens of thousands of foreclosures in Wayne County are unlawful because sheriffs did not follow state law when they conducted foreclosure auctions.

The suit filed in federal court by Bloomfield Hills attorney Paul Nicoletti seeks to set aside the foreclosures of 46 plaintiffs in Wayne County and potentially hundreds of thousands of others statewide.

The suit claims former Wayne County Sheriff Warren Evans was required by law to sign the sheriff's deeds. But, as in most Michigan counties, the undersheriff signed.

Nicoletti tells The Detroit News it's a "hyper-technical argument, but it's due process."

Evans, now Detroit police chief, and current Wayne County Sheriff Benny Napoleon declined comment.

**FACT** ☒ See wrong or incorrect information in a story. Tell us here

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## Comments

The following are comments from the readers. In no way do they represent the view of The Oakland Press or theoaklandpress.com.

na wrote on Nov 5, 2009 8:08 AM:

" If we cancelled half the lawyer licenses in the country would anyone really notice? "

<http://theoaklandpress.com/articles/2009/11/05/news/doc4af2be8c0c9cc498247552.txt>

6/18/2010

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News

## Lawsuit: Wayne County foreclosures were illegal

Thursday, November 5, 2009

DETROIT (AP) — A lawyer who has filed a proposed class-action lawsuit says tens of thousands of foreclosures in Wayne County are unlawful because sheriffs did not follow state law when they conducted foreclosure auctions.

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Evans, now Detroit police chief, and current Wayne County Sheriff Benny Napoleon declined comment.

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URL: <http://www.theoaklandpress.com/articles/2009/11/05/news/doc4af2be8c0c9cc498247552.prt>

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MEMO TO SHERIFF EVANS

Page Two

(2) If a mortgage is given to secure the payment of money by installments, each of the installments mentioned in the mortgage after the first shall be treated as a separate and independent mortgage. The mortgage for each of the installments may be foreclosed in the same manner and with the same effect as if a separate mortgage were given for each subsequent installment. A redemption of a sale by the mortgagor has the same effect as if the sale for the installment had been made upon an independent prior mortgage.

(3) If the party foreclosing a mortgage by advertisement is not the original mortgagee, a record chain of title shall exist prior to the date of sale under section 3216 evidencing the assignment of the mortgage to the party foreclosing the mortgage.

These two sections of the Revised Judicature Act of 1961 govern the Sheriff's conduct of mortgage foreclosure sales.

Please  
Note → **B. FEDERAL LAW**

On October 3, 2008, the U.S. Congress enacted the "Emergency Economic Stabilization Act of 2008" into law. Its purpose is to provide authority to the Treasury Secretary to restore liquidity to the U.S. Financial system and to ensure the economic well being of Americans. (Emphasis supplied) 12 U.S.C.A. 5219 et. seq.

Title I of the Act authorizes the Secretary to establish a Troubled Asset Relief Program (T.A.R.P.) to purchase troubled assets from financial institutions.

Section 109 addresses foreclosure mitigation efforts. It states that for mortgages and mortgage-backed securities acquired through TARP, the Secretary must implement a plan to mitigate foreclosures and to encourage servicers of mortgages to modify loans through Hope for Homeowners and other programs. Additionally, the Secretary may use loan guarantees and credit enhancements to avoid foreclosures.

The Secretary is required to coordinate with federal entities that hold troubled assets in an effort to identify opportunities to modify loans, especially where the anticipated recovery on the principal outstanding obligation of the mortgage under the modification is likely to be greater than, on a net present value basis, the anticipated recovery on the principal outstanding obligation of the mortgage through foreclosure.

Clearly, in a City and County where 18% of all homes are abandoned due to foreclosure, the TARP's federal mandate to mitigate foreclosures is welcomed with open arms.

The TARP's purpose to mitigate foreclosures is highlighted in many sections of the law:

- ❖ Section 2. PURPOSES: The purposes of this Act are ....to protect home values and preserve homeownership...

- ❖ Section 103. CONSIDERATIONS (3): In exercising the authorities granted in this Act, the Secretary shall take into consideration the need to help families keep their homes and to stabilize communities....
- ❖ Section 104. FINANCIAL STABILITY OVERSIGHT BOARD: There is established the Financial Stability Oversight Board, which shall be responsible for (B) reviewing the effect that programs developed under this Act have in assisting Americans families in preserving home ownership....
- ❖ Section 116. OVERSIGHT AND AUDITS (a): The Comptroller General of the United States, shall upon establishment of the TARP, commence ongoing oversight of the ... (A) performance of the TARP in meeting the purposes of this Act, particularly (i) foreclosure mitigation... and
- ❖ Section 125. CONGRESSIONAL OVERSIGHT PANEL (a): The Oversight Panel shall submit regular reports to the Congress, to include... (iv) the effectiveness of the foreclosure mitigation efforts....

Please  
Note: C. FEDERAL PREEMPTION

The United States Supreme Court has set forth three tests that it uses to determine if a state statute has been pre-empted or superseded:

- Whether the scheme of federal regulation is so pervasive as to make reasonable the inference that Congress left no room for the states to supplement it; *Wisconsin Public Intervenor v. Mortier*, 501 U.S. 597, 111 S. Ct. 2476, 115 L. Ed. 2d 532, 33 Env't. Rep. Cas. (BNA) 1265, 21 Env't. L. Rep. 21127 (1991); *Siegel v. American Sav. & Loan Ass'n*, 210 Cal. App. 3d 953, 258 Cal. Rptr. 746 (1st Dist. 1989)
- Whether the federal statutes touch a field in which the federal interest is so dominant that the federal system must be assumed to preclude enforcement of state laws on the same subject; *Com. of Pa. v. Nelson*, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 640 (1956), reh'g denied, 351 U.S. 934, 76 S. Ct. 785, 100 L. Ed. 1462 (1956) (involving the question whether the federal Smith Act superseded a state sedition statute, which question was answered in the affirmative) and
- Whether enforcement of the state statute presents a serious danger of conflict with the administration of the federal program; *Com. of Pa. v. Nelson*, 350 U.S. 497, 76 S. Ct. 477, 100 L. Ed. 640 (1956), reh'g denied, 351 U.S. 934, 76 S. Ct. 785, 100 L. Ed. 1462 (1956); *People v. Giese*, 95 Misc. 2d 792, 408 N.Y.S.2d 693 (Sup. Ct. 1978), order aff'd, 68 A.D.2d 1019, 414 N.Y.S.2d 947 (2d Dep't 1979).

2009 OCT 13 PM 3:35

FILE DO NOT MAIL

275185F01 Loshbough - FC R

d J. Youngblood  
Wayne County Register of Deeds  
October 13, 2009 03:39 PM  
Liber 48164 Page 783-790  
#209345302 SHD FEE: 138.00

## SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 30th day of September A.D. 2009, between, Ralph Leggat, Deputy Sheriff in and for Wayne County, Michigan, whose address is 1231 Saint Antoine St Detroit, Michigan 48226-2300, party of the first part, and JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the "Savings Bank") from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d), whose address is 7255 Baymeadows Way # JAXA2035, Jacksonville, FL 32256-6851, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Peggy-Lee Loshbough, A Single Woman, original mortgagor(s), to Stratford Funding Incorporated, Mortgagee, dated October 21, 2002, and recorded on November 15, 2002 in Liber 37211 on Page 255, and assigned by said Mortgagee to JPMorgan Chase Bank, National Association, as purchaser of the loans and other assets of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA (the "Savings Bank") from the Federal Deposit Insurance Corporation, acting as receiver for the Savings Bank and pursuant to its authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d) as assignee as documented by an assignment dated October 21, 2002 recorded on March 18, 2003 in Liber 37960 on Page 851, in Wayne county records, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 1:00 PM on the 16th day of September A.D. 2009 (sale adjourned from September 16, 2009 to September 30, 2009), at public vendue, that being the place of holding the Circuit Court for Wayne County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Sixty-Two Thousand Three Hundred Thirty-Four And 56/100 Dollars (\$62,334.56), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Westland, Wayne County, Michigan, more particularly described in exhibit A, attached and commonly known as:

8327 Donna St

Property Tax Parcel ID 56-005-04-0029-000

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 21st day of October A.D. 2002, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Note Signature

Ralph Leggat  
Deputy Sheriff in and for the County of Wayne

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this 30th day of September A.D. 2009, before me, a Notary Public in and for said County of Wayne came Ralph Leggat, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff

George J. [Signature]  
Notary Public, Wayne County, Michigan  
My commission expires June 8 2012  
Acting in the county of Wayne

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.10(5)(c), MCLA 207.526(4), MCLA 207.526(5)(b)

Exhibit Map (B) to 56-005-04-0029-000

ORDER

Larry L. Fairchild v Buena Vista Charter Township

Michael J. Kelly

Presiding Judge

Docket # 190810

Michael R. Smolenski  
William J. Grovan

L.C. # 95-7000 CZ

Judges

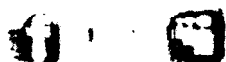
Pursuant to MCR 7.214(E) and 7.216(A)(7), the Court dispenses with oral argument, REVERSES the Saginaw Circuit Court's order for summary disposition in this case, and REMANDS to the Saginaw Circuit Court for further proceedings consistent with this order. Michigan jurisprudence has never recognized immunity on behalf of a city, village, township, county or any administrative division thereof from liability for trespass on private property, whether the trespass be of long or short duration. *Herro v Chippewa County Road Commissioners*, 368 Mich 263, 272-273 (1962). The Fourth Amendment authorizes a person in plaintiff's position, as proprietor of a business, other than one pervasively regulated, such as trafficking in alcoholic liquors, *Cotnam v Catering Corp v United States*, 397 US 72; 90 S Ct 774; 25 L Ed 2d 60 (1970); or firearms, *United States v Blawie*, 406 US 311; 92 S Ct 1593; 32 L Ed 2d 87 (1972), to bar governmental agents, including inspectors carrying out police power functions to protect public health and safety, from his property, *Canara v Municipal Court of the City and County of San Francisco*, 387 US 523; 87 S Ct 1727; 18 L Ed 2d 930 (1967); *See v City of Seattle*, 387 US 541; 87 S Ct 1737; 18 L Ed 2d 943 (1967), in the absence of either a properly issued administrative search warrant or a search warrant otherwise issued on probable cause. *Marshall v Barlow's, Inc.*, 436 US 307; 98 S Ct 1216; 56 L Ed 2d 303 (1978); *Donovan v Dewey*, 452 US 594; 101 S Ct 2534; 69 L Ed 2d 262 (1981). Common law and constitutional principles of governmental or sovereign immunity have never permitted government agents to commit trespasses in violation of property rights. *Little v Barreme*, 2 Cranch (6 US) 170; 2 L Ed 243 (1804); *Wise v Withers*, 3 Cranch (7 US) 331; 2 L Ed 457 (1806); *Osborn v Bank of United States*, 9 Wheat (22 US) 738; 6 L Ed 204 (1824); *Mitchell v Harmony*, 13 How (54 US) 115; 14 L Ed 75 (1852); *Bates v Clark*, 95 US 204; 24 L Ed 471 (1877). Under the Federal Tort Claims Act similarly, federal law enforcement officers who generally enjoy absolute immunity from tort liability may nonetheless be held liable for damages for the tort of trespass. *Black v Sheraton Corp of America*, 184 US App DC 46, 564 F2d 531, 541 (1977). Accordingly, plaintiff's complaint facially pleads a viable cause of action for trespass as a constitutional tort. *Smith v Department of Public Health*, 428 Mich 540 (1987).

This Court retains no further jurisdiction.



A true copy entered and certified by Ella Williams, Chief Clerk, on

March 12, 1997 Ella Williams  
Date Chief Clerk





APPOINTMENT OF SPECIAL DEPUTY SHERIFF

TO WHOM THESE PRESENT MAY COME: GREETINGS

By virtue of the power vested in me by the statute, in such case made and provided, I, Daniel Pfannes, Undersheriff of the County of Wayne, do hereby appoint:

RALPH LEGGAT

SPECIAL DEPUTY SHERIFF during the year ending December 31, 2012 to do particular acts and limited to the following, to wit:

(Here set forth specific duties): To act as auctioneer to hold all Sheriff's sales; issue deeds; adjourn Sheriff's sales and perform related work; levy on real estate by virtue of Writs of Execution, Writs of Attachment, Court Orders; record said levies; release said levies; file and endorse Returns of Writs of Execution, Attachment, Court Orders and perform related work; advertise real estate for sale.

Note  
This  
signature  
UNDER  
Sheriff

Daniel Pfannes  
DANIEL PFANNES  
UNDERSHERIFF OF WAYNE COUNTY

Warren C. Evans  
WARREN C. EVANS  
SHERIFF OF WAYNE COUNTY

Note

OATH OF SPECIAL DEPUTY SHERIFF

STATE OF MICHIGAN  
COUNTY OF WAYNE

Signature  
of Sheriff  
Defacto WARREN  
EVANS

I, RALPH LEGGAT, do solemnly swear that I will support the Constitution of the United States, and the Constitution of Michigan, and that I will faithfully discharge the duties of Special Deputy Sheriff in and for the County of Wayne, State of Michigan, to the best of my ability, so help me God.

RALPH LEGGAT  
NAME (Print)

Ralph Leggat  
SIGNATURE

25382  
EMPLOYEE ID#  
9890 SGLT2ER

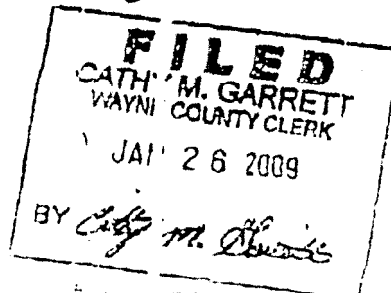
LIVONIA, MICH. 48150-3252  
CITY STATE ZIP

Subscribed and sworn to before me  
This 5th of January, A.D., 2009

Lakeisha Solomon  
Notary Public, Wayne County, Michigan

My Commission Expires: 9/8/2014

Form 1-30A



Lakeisha Solomon  
Notary Public, Wayne County, MI  
My Commission Expires 09/08/2014



# WAYNE COUNTY SHERIFF

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### Benny Napoleon Wayne County Sheriff?

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☐ July 24th, 2009, 12:26 PM

Note  
DATE

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313WX

### Benny Napoleon Wayne County Sheriff?

That's the news via Frankie Darcell. Can anyone confirm this?

Last edited by 313WX: July 24th, 2009 at 12:29 PM.

☐ July 24th, 2009, 12:29 PM

Note DATE

Danny

Benny Napoleon is one of those post Coleman Young, Post Archer era Detroit law enforcement leader let fire for not keeping the Detroit Police Dept. in control to any response from violent crimes in the ghettohox

I will not vote for him.

I want new leadership in Detroit.

☐ July 24th, 2009, 12:29 PM

[Detroitnerd](#)

It's "Benny N. Napoleon." You in a hurry?

☐ July 24th, 2009, 12:33 PM

[Detroitnerd](#)

Yeah, I'm sick of all the retreads too. We need a bigger broom.

☐ July 24th, 2009, 12:38 PM



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Sheriff



With more than 34 years experience in law enforcement, Benny N. Napoleon considers his role as the Sheriff of Wayne County as his most important assignment to date. The Wayne County Sheriff's Office is the second largest law enforcement agency in Michigan, with more than 1,300 officers among its ranks. Its mission is to protect and serve the citizens of Wayne County by serving as a regional law enforcement resource to the county's 43 local police departments.

In addition to providing safe and secure jail bed space for more than 2,300 inmates, the department also provides critical services to all of its communities, including fugitive apprehension, internet investigations, border enforcement, child rescue, and drug and prostitution enforcement. Many of these programs serve as blueprints for excellence and are mirrored by other jurisdictions.

The Sheriff's goal is to make Wayne County and all of its communities as safe as possible. To that end, Sheriff Napoleon seeks out partnerships whenever possible with other law enforcement agencies and the public to help make that happen.

As the agency moves forward under Sheriff Napoleon's leadership, he hopes not only to maintain those programs functioning at the highest levels, but to enhance additional protocols so that all of the stakeholders served by the Wayne County Sheriff enjoy the highest quality of life possible.

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Select Language

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[http://www.waynecounty.com/mygovt/sheriff/sheriff\\_bio.aspx](http://www.waynecounty.com/mygovt/sheriff/sheriff_bio.aspx)

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6/13/201

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## Sheriff of Wayne County

Sheriff

Welcome to the official Website for the Wayne County Sheriff's Office. The purpose of this site is to inform you of the many different ways our dedicated officers are working to keep your community safe, and to provide you some tools to protect yourself and your family.

We also welcome your comments, crime tips and questions to help us better serve you. Our Website is always changing, so come back often to see what's new.

Thanks for stopping by, and stay safe!

# Sheriff's Office NFWs

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- 12/02/09 [Sheriff Benny N. Napoleon Honored For Efforts In Addressing Mental Health Issues And Incarceration](#)
- 12/02/09 [Wayne County Sheriff's Office Kicks Off "No Child Without A Christmas" Campaign](#)
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- 11/02/09 [Wayne County Sheriff Benny Napoleon Conducts Successful 3-Day Tether Sweep](#)
- 01/01/09 [Wayne County Office Loses One Of Its Own](#)
- 05/06/09 [Sheriff Benny N. Napoleon Promotes Lieutenants And Sergeants](#)
- 03/02/09 [Wayne County Sheriff's Marine Unit Rescues Two After Boat Capsizes.](#)
- 07/01/09 [Deputies Arrest 28-Year-Old Man Who Exposed Himself, Seeking Sex With A 13-Year-Old Girl.](#)

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Criminal  
Access For

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DATE

6/18/2010

<http://www.waynecounty.com/mygovt/sheriff/>

STATE OF MICHIGAN  
COUNTY OF WAYNE

ss.

I, BENNY N. NAPOLEON, do solemnly swear that I will support the constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of the office of:

WAYNE COUNTY SHERIFF

District.....  
(If applicable)

term ending DECEMBER 31, 2010, according to the best of my ability.

Subscribed and sworn to before me this

24th day of JULY, A.D. 2009

Note  
DATE

*Cathy M. Garrett*

CATHY M. GARRETT

WAYNE COUNTY CLERK

Title

*B. N. Napoleon*  
Signature

Hon. Benny Napoleon  
FILED HIS OATH  
OF OFFICE ON

1  
29 July  
+ 24 June  
-----  
53 DAYS  
LATE

From His Appointment  
on June 06, 2009  
PLEASE See M.C.L.A 201.3(7)

